634. At the other extreme stand the decisions that dividends of stock are non-apportionable, the whole belonging to the life-tenant, although a portion of it may have been earned before the death of the testator. *Hite v. Hite,* 93 Ky., 257; *Millen v. Guerrard,* 67 Ga., 284. A still different test is used in *Kalbach v. Clark,* 133 Ia., 215, in which case the decision is made to depend upon whether these stock dividends represent profits on the original stock, or merely the natural increase in its value.

PARENT AND CHILD—EMANCIPATION—MARRIAGE.—AUSTIN V. AUSTIN, 132 N. W. REP., 495 (MICH.).—*Held,* that marriage alone does not emancipate a male minor.

A parent has the right to the services of a minor child. *Dufield v. Cross,* 12 Ill., 397; *Benson v. Remington,* 2 Mass., 113; *Halliday v. Miller,* 29 W. Va., 424. But this right is lost by emancipation of the minor. *Bristor v. Railway Co.,* 128 Iowa, 479; *Carthage v. Canton,* 97 Me., 473; *Whiting v. Earle & Tr.,* 3 Pick. (Mass.), 201. Outside of his relations to his parents, a minor's marriage is of practically no effect on his status. *Taunton v. Plymouth,* 15 Mass., 203; *Porch v. Fries,* 18 N. J. Eq., 204; *Bool v. Mix,* 17 Wend. (N. Y.), 119. Marriage emancipates a female minor. *State ex rel. Scott v. Lowell,* 78 Minn., 166; *Aldrich v. Bennett,* 63 N. H., 415; *Grayson v. Lofland,* 21 Tex. Civ. App., 503. But *Guillebart v. Grenier,* 107 La., 614, holds *contra,* when the consent of the parents is not obtained. And the better rule apparently is, contrary to the principal case, that marriage emancipates a male minor. *Dick v. Grissom,* 1 Freem. Ch. (Miss.), 434; *Sherburne v. Hartland,* 37 Vt,, 528. *Commonwealth v. Graham,* 157 Mass., 73, holds that a male minor is at least emancipated to the extent of his earnings necessary for the support of his family. But there is authority for the view that marriage without consent of the parents does not emancipate a male minor. *Maillefer v. Saillot,* 4 La. Ann., 375; *White v. Henry,* 24 Me., 531.

PAYMENT—MEDIUM.—STROUT V. JOY, 80 ATLANTIC, 830 (ME.).—*Held,* that an agreement to do work "for the sum of $200 to be paid for in loam" at a fixed rate per yard gives the debtor an option to pay in cash though the loam is worth more.

In accordance with the principal case, there is a presumption in favor of the debtor when an agreement is made to pay in something else than money, and a note payable in property may be discharged by tendering the amount of cash instead of the specific chattel. *Pinney v. Gleason,* 5 Wend., 393. Or, where the right is payable either in property or in money at the election of the debtor he may compel the creditor to accept property instead of money. *Nipp et al. v. Diskey,* 81 Ind., 214. In the case where an option is given by contract, the debtor has the right of election until the debt is due—then the obligee can have the option. *Ireland v. Montgomery,* 34 Ind., 74; *Patchin v. Swift,* 22 Vt., 292. Still other cases while denying an election will arbitrarily grant a recovery in money—and while payment must be made in money unless a different medium is expressed, if the